## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALDON COMPUTER GROUP		08/31/2007	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank	
Street Address:	3003 Tasman Drive	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95054	
Entity Type:	CHARTERED BANK: CALIFORNIA	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2416390	ALDON AFFINITI
Registration Number:	1513473	ALDON

#### **CORRESPONDENCE DATA**

Fax Number: (415)393-2286

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415 393 2267

Email: benjamin.bang@bingham.com

Correspondent Name: Benjamin H. Bang, Bingham McCutchen LLP

Address Line 1: Three Embarcadero Center

Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	0000327552 - SVB/ALDON	
NAME OF SUBMITTER:	Mary Dougherty	
Signature:	/Mary Dougherty/	
Date:	08/31/2007 TRADEMARK	

900085954 REEL: 003614 FRAME: 0331

**Total Attachments: 5** 

source=SVB - Aldon Computer tm security agmt#page1.tif

source=SVB - Aldon Computer tm security agmt#page2.tif

source=SVB - Aldon Computer tm security agmt#page3.tif

source=SVB - Aldon Computer tm security agmt#page4.tif

source=SVB - Aldon Computer tm security agmt#page5.tif

TRADEMARK

**REEL: 003614 FRAME: 0332** 

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2007, is entered into by and between, ALDON COMPUTER GROUP, a California corporation (the "Grantor") and SILICON VALLEY BANK, as Administrative Agent of the Lenders ("the Assignee"), pursuant to that certain Guarantee and Collateral Agreement, dated as of August 31, 2007, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of August 31, 2007, among the Assignee, the Grantor, ACG ACQUISITON SUB LLC, a Delaware limited liability company, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

#### 1. Grant of Security Interest

- Subject to the terms and conditions of the Guarantee and (a) Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill of such Grantor's business symbolized and associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, and (ii) the right to obtain all renewals thereof.
- (b) <u>Schedule A</u> hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.
- (c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and

[Signature Page to Trademark Security Agreement]

Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

#### 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

#### 4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

A/72164060.2

TRADEMARK REEL: 003614 FRAME: 0334 IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANI	OR:
ALDO	ON COMPUTER GROUP
Ву:	Name; Title:
ASSIGN	VEE;
	ON VALLEY BANK, ninistrative Agent
By:	Name: MARK LAN Title: Sn. Pelstrouship Mgr
	su- Kersymphile migh

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ALDON COMPUTER GROUP

By:

Name:

Title:

ASSIGNEE:

SILICON VALLEY BANK, as Administrative Agent

By:

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK REEL: 003614 FRAME: 0336

# Schedule A to TRADEMARK SECURITY AGREEMENT

## Registered Trademarks:

Trademark	Jurisdiction	Registration Number	Registration Date
ALDON AFFINITI	United States	2416390	12/26/00
ALDON <sup>©</sup>	United States	1513473	11/22/88

A/72164060.2

TRADEMARK REEL: 003614 FRAME: 0337

**RECORDED: 08/31/2007**